IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Case No.: **1:17-md-2800-TWT**

In re: Equifax, Inc. Customer Data Security Breach Litigation

CLASS MEMBER TROY KENNETH SCHEFFLER'S OPPOSITION AND OBJECTION TO PROPOSED SETTLEMENT

STANDING

Objector Scheffler finds standing with this Court as a class member due to his data being breached consistent in the instant case definition of class members as identified in class notice, described by court order, and by confirmation by the class administrator through https://www.EquifaxBreachSettlement.com.

"FAIRNESS" HEARING

Objector does not intend to attend a fairness hearing; they aren't usually very fair and just a formality to pretend pesky objectors are actually being heard. Like any other herding of a commodity, how often do cattle rustlers listen to their cattle?

STATEMENT OF PRIOR OBJECTIONS, AVAILABILITY, AND REPRESENTATION BY COUNSEL

Class objector Troy Scheffler has made objections in the following cases:

1:13-cv-24583-PAS (Southern District of Florida)

15-02599-MD-MORENO (Southern District of Florida)

8:15-cv-01592-AG-DFM (Central District of California)

Although not formally represented, your objector has incurred expenses related to attorneys such as research, FRCP direction, analysis, and formatting. The costs are being incurred on a continual basis and your Objector may formally retain counsel. Anyhow, isn't this part of the demand of the Cass Notice to disclose attorney compensation at this point treading on attorney client privilege?

I mean I totally understand that the new rules were to intended to accelerate the shakedown and that objectors aren't compensated as the attorneys are despite the fact they are trying to do more of a service to the class than anyone else. Basically, Rule 13(e)(5)(B) provides less work for judges, a faster payday in the millions for the class attorneys, and dissuades

any objection as fruitless in any respect. There is of course no other reason for the rule change. Quite the justice system we have.

I am available any date between 11/19/2019 and 12/05/2019 to be disposed and explain how much of a scam this settlement is.

OBJECTION AND ARGUMENT

I. The Class Award is Based Entirely on Speculation

Throughout the parties' proposed settlement and ultimately the class award is the ethereal consequence of "may receive". On its face this is a speculative award. One cannot be expected to waive an absolute right to seek relief on the basis that they "may receive" expressed compensation.

One cannot make a contract that "if you waive your right to sue", you "may receive" compensation; where is the reciprocal consideration? This is absurd and is at best playing the lottery and at worst debasing the Court to nothing more than a casino that a class (MILLIONS in this matter) is forced to participate in.

There is no concrete award for a member to adequately make an informed decision on value to settle. In fact, this racket of class actions

inflating and conflating "potential value", while decreasing the actual concrete value, while astronomically overcompensating the class counsel with enormous payouts is underscored in this case.

The Class Notice itself states one can file by 01/22/2020 for "current losses and time" at $25 per hour for up to 20 hours. This is then followed by the caveat, "If there are more than $31 million in claims for Time Spent made during the Initial Claims Period (see Question 12), all payments for Time Spent will be reduced and distributed on a proportional basis (see Question 17). Certain claims for Time Spent may also be made during the Extended Claims Period, up to a total cap for Time Spent during the Initial and Extended Claims Periods of $38 million in claims."

The Notice then continues from the "potential" reimbursement of $500 to a "Settlement Benefit" of reimbursement of $20,000?!?! Wait what? So is this supposed to also come out of the $38 million pool? How on earth can this Court entertain such wildly different amounts and basis to be paid from a total fund that may or may not be able to cover claims made merely on time spent? In other words, if the parties anticipate that the reserved funds may run out just on rank and file

claims based upon time spent capping at $500, how on earth do they think there could be enough to cover $20,000 claims? Why should those that suffer the most in damages share the pot with the millions of others that didn't?

So if a pharmaceutical company gave millions of people a headache and a few people brain cancer, they can just say, "Oops, we were distributing to the MILLIONS of people who just coincidentally made it before you because you had to round up your medical bills and we ran out of funds, here is a rose for your grave".

Why are the two VICTIMS with admittedly wildly different levels of damages placed in the same pool? This is crazy let alone emphasizes that this amount was pulled out of their... hat.

Oh, but it gets worse... The deadline in the extended claims period goes to 01/22/2024. Apparently, the "award" one is forced to consider is first come first served? This is outrageous. So basically, one could have the "hackers" use their obtained information to damage them in 2019. That victim files their $20,000 claim immediately and "may" possibly, maybe, sorta, roll the dice get paid that $20,000. Then their neighbor, also breached, has their information used in 2024 and the calculated

damages are the exact same. That neighbor files a claim in 2024, but the funds are exhausted. Same underlying claim, same actual damages, but one gets paid and the other gets stiffed. Lol, this settlement is sooooooooo stupid!

Whoa whoa! Never fear if the inverse is true. If settlement funds remain, the ATTORNEYS get paid more! Say what girlfriend? Yeah, the class gets stiffed in a shortage, don't get paid more than "kinda promised" in a surplus, but the attorney's get paid regardless and then some... God bless the hustlers, amirite?

So in Doc 739-1 P19, the claim is made that "The proposed class members treat class members equally. Each class member is eligible to receive the same benefits as other class members and no class members are favored over others." Well I am all in favor of "class members treating other class member equally" (I am assuming an error in grammar), but it is patently untrue that "no class member is favored over others". As stated, those who file claims earlier than the rest, get paid more. Sooooooooo, the quickest are favored over the more methodical. I mean this Court supports methodology when assessing their damages, right?

The class reps also get the shaft. The pleadings claim the class reps benefit from a surplus along with the attorneys; you know, for the attorneys to make it seem like a team win. Oh yeah? How so? How is that even possible considering in EVERY class certification, the class reps must state their absolute compensation. Lol, that's ONE OF THE MAIN CONSIDERATIONS IN A CLASS. Give me a break, attorneys trying to act like they have any consideration outside their own wallet and ego is laughable.

This is of course bogus. The class reps don't receive more in a surplus, only the attorneys do. This is clear from the fact that the attorneys worked up the payment scheme whilst ignoring the class reps. Oops! I think what is even clearer is that the class attorneys were only focuses on THEIR compensation.

The reps got hosed in this case and I'm sure when they were getting wet their counsel was telling them it was rain. ANYONE OF THE ATTORNEYS ON THIS CASE AND ANY OF THE JUDGES THAT HAVE TOUCHED IT KNOW THAT IF THOSE CLASS REPS STAYED WITH AN INDIVIDUAL CLAIM THAT THE DEFENDANT WOULD HAVE SETTLED WITH EACH AND EVERYONE OF THEM FOR

$5000 MINIMUM. If their counsel screwed them by only demanding $2,500 (If they demanded anything-My guess is that the Defendant pitched this and the rep attorneys were like whatever, let's talk about the millions we're getting), how could the class ever expect to believe they're getting any better representation?

Oh and then, how can one state with a straight face, "The amount that you receive may be substantially less than $125"... Oh, like zero? What a bargain. Unfair and unequal outcomes for each class member is what classes are supposed to avoid. Tell me this is a joke.

Man, and I thought I had enough until I started reading more of this rubbish. In the PLAINTIFFS' MEMORANDUM IN SUPPORT OF THEIR MOTION TO DIRECT NOTICE OF PROPOSED SETTLEMENT, they actually state "The total cost to Equifax thus is at least $1.38 billion and might be significantly more"!!! Wowee! Or no wait, $1 billion of that is for EQUIFAX in a capital investment...not the class members.

Then of course the litigants LIE to the court, "The benefit to the class is even greater. The retail cost of buying the same credit monitoring

services for the entire class alone would exceed $282 billion ($1,920 times 147 million class members)."

Well, credit monitoring wouldn't have prevented the data breach. So fail right there. No, not only is there no value in something Equifax pays nothing for, but only a fraction of a fraction of anyone cares about credit monitoring and only a fraction of a fraction of those people ever pay for it considering it comes free with a Discover Card, Capital One Card, etc etc etc. Oh did I mention there are other free credit monitoring sites like CreditKarma?

Is it any surprise in the dozen or so class settlements that Equifax has made in just the past few years that this is the first thing to pitch? Bahahaha, *Chakejian v. Equifax Information Services, L.L.C.*, 07-cv-2011 (E.D. Pa. 2011) Credit monitoring. *James Jenkins, et al., v. Equifax Information Services LLC* Civil Action No. 3:15-cv-00443-MHL... Credit monitoring. On and on we go. How well did all this credit monitoring work to stop a data breach?

This is getting so deep that I have to put on my waders to finish reading this trash. Lol, credit monitoring is like giving a football as

compensation to someone you made a quadriplegic that didn't even like sports in the first place… Sooooooooo, stupid.

II. The Class Basis is Entirely Speculative

The class and award are continually based upon "risk". "Risk" is not actionable; it is by definition speculative. Bootstrapping the idea of exposure as a "damage" is putting the cart before the horse.

The court itself in its 01-28-2019 order cites the 96 plaintiff's alleging "'present, immediate, imminent, and continuing increased risk of harm" (Order 01/28/2019) due to the compromise of their personally identifiable information in the Data Breach'" (p.3) Huh? When is "risk" actionable or a factor in damages to justify a class award or even define a class? Continuing risk? If the court believes there is "continued increased risk of harm, why are we settling at such an early stage? Shouldn't we give it a bit of time to see what pans out?

Citing *Finnerty*, the Court erroneously assumes that this case by asserting that in Equifax that the hackers actually looked at what they obtained. Well this seems to be a big question, has anyone established

that the "breach" actually obtained any information? Most hackers exercise their craft just as a challenge; ie for funsies.

As evinced by the class award scheme, people are forced to play the odds. Why? The Court is conflating "risk" with damages. They are playing along with the parties in conflating proximate cause with the separate element of damages.

This places one in a precarious situation of "possible" invasion of privacy, to actually being a victim of the use of their information which compounds actual damages. This scheme is untenable.

This forces class members to roll the dice. They may look at the settlement as a matter of compensating for simply the data breach. If so, they could be coaxed into taking the $2.50 (380.5 million bucks divided by 147 million affected members). Then later they could find out that their information is LATER used amassing thousands upon thousands in actual damages and would be SOL, and I am not talking about statute of limitations.

There is absolutely no commonality in potential damages. Then again, they are POTENTIAL damages. Who knows? Were the hackers

caught? Nope? So how on earth are class members supposed to weigh their options?

What exactly are we settling for? Who saw what and what did they do with what they saw? So a peeping Tom gets busted looking in the window takes pictures of my naughty parts and then sells them nationwide making gorillions of dollars. Ok, I know what happened, how it affected me, and I can quantify a few things.

What is this case? This could have been nothing more than someone not paying attention to the car they got in when their friend was being picked up and noticing it's the wrong car. Other than a smirk, a sorry, and some uncomfortable laughs, what else is there?

I have had personal accounts "hacked" a number of times. What has happened? Nothing. I changed my password. Lol, in this case, a person can't even do that. Instead they wait and wonder what actuals and factuals will come upon them in the future if they take this dumb dumb settlement.

Serious guys and gals, we keep hearing about this enormous "risk", but have we had an instance of someone actually taking the data IN

THIS BREACH and then using it to damage one of the class members? Who did it? Certainly we have a perp that one of the Plaintiffs can point to, because how else are we to believe they were the cause of the damage? I worked 10 years in bill collecting and I could have got anyone's social security number, birthdate, and credit card numbers. They hired people off the street... How do we know if anyone affected wasn't a victim of my former cadre? Wowzers, even in a res ipsa case you need more to go on. Then this Court expects a class to be based on this?

I really did laugh out loud when the settlement pimps out their nonsensical credit monitoring nonsense. I thought this was settlement on a data breach, you know, they already have the data... How exactly would credit monitoring stop another data breach? Oh and just as an aside, free credit monitoring is something you can get for FREE anywhere. They may as well have thrown in "free air to breathe"... so valuable that you need it to live! Their credit monitoring costs nothing and as said can be found elsewhere for the value of zero. How does this Court seriously take ZERO in value as a value for those affected? Zero,

null, nothing. Nothing is not something. $1,200 value they claim in their FILED DOCS TO SUPPORT THIS SETTLEMENT?

Let's see what the defendant charges... Hmmm... Beep beep type type type beep boop beep. My computer came up with an answer... According to their website: Monthly is $19.95, times 12 months, times 3 years. Beep beep boop beep, you can buy it WITH NO REBATE for $957.60. $1,200? Just this took 10 seconds of research to disprove what the parties are claiming in anticipation to their payday. I wonder where else the parties are duping this court. See attorney's fees...the fluff and exaggeration there would make Jack and the Beanstalk seem based on a true story.

III. The Underlying Claims Are Flimsy. The Notice is a Lie, and the Settlement Only Benefits the Class Attorneys

The 559 page complaint takes shotgun to the nth degree. As said, the Plaintiffs took as much fecal and hoped something would stick. Oh and boy does this settlement stink. I mean really guys? There doesn't need to be much commentary on how such a complaint with so many claims from different states claim that there is somehow typicality for a nationwide class. Hey, you guys want to do it state by state, more

power to you. However, poaching Minnesota residents in such a pleading is unconscionable.

If the Plaintiffs were at all serious about their claims, they would have demanded more than $2,500 for a rep fee. I seem to remember class reps needing to show they are zealously representing the class. They aren't even zealously representing themselves even with their bazillion dollar attorneys.

We seem to get the breakdown of how the attorneys are going to buy their new yachts, but how exactly are the class reps getting paid? The notice simply states they get $2,500. Yet, in the

Chakejian? The reps got $15,000. *Jenkins*? $5,000. Oh and let's see here... As time passes, reps and the class seem to get paid less while the attorneys, who arguably do less work as the previous settlements have already done the trailblazing, while the attorneys conveniently get paid more... Imagine that!

Where exactly did the parties get $2,500 for the rep fee? *In re Experian Data Breach Litigation*, 15-CV-01592 AG DFM... Like I said, the groundwork was already laid for a copycat lawsuit and a copycat

settlement. Yet this should beg the question with THE COURT, what exactly did the class attorneys do in this instant case that the Experian Class attorneys didn't do? In Experian the class attorneys demanded "up to $10.5 million". In this God forsaken case, they want "up to $77.5 million" and reimbursement of $3 million more??? Uhhhh, doesn't the Court demand justification for attorney's fees or instead do they just let these guys and gals walk on the heads of class members on their way to the Promised Land?

The funniest part about EVERY class action with Equifax (and of course others) is that the class attorneys ALWAYS claim they're settlement is revolutionary... Lol, the hubris gained after spending just 3 (three) years in law school.

In this case they brag about their revolutionary way to notice the class and how their negotiations were down and dirty. Yeah right... With the amount of class settlements, it should be judicial notice that Equifax folds like a lawn chair.

"A key feature of the settlement is a first-of-its-kind Notice Program..." (P.10 Doc 739-1) Lol, huh? Trying to let people know that they are being forced into a settlement is a "key feature". Admittedly, I

may have missed it and will look again on appeal, but the parties claim that in this new revolutionary key feature, that it would be tested on "1,600 likely class members". Well, that's a heck of an assumption they're likely class members, but what were the results???

IV. The Foundation of the Settlement is Based on Flawed Law

559 pages to justify a class cannot possibly satisfy by nature the uniformity needed under Rule 23. How much argument does this point require? In fact, the idea of littering a complaint with state law claims should justify NOT having a class rather than justifying a nationwide class under Rule 23.

How does basing other state's law on "Georgia" law to justify a nationwide class? This is the opposite of state sovereignty and circumvents 49 other states. This was the premise to the foundation for the Court to justify entertaining the class. (P.8 1/28/2019 order)

There are so many claims in the complaint it is nearly impossible to understand what the settlement's driving force is.

The second reason that this scheme presents a problem is that Minnesota residents are being hijacked by a district they don't live in.

Why does this matter? Well, you should be able to hire an attorney from the state you were SUPPOSEDLY damaged in. Georgia doesn't allow pro haec the same as most others so the attorney I would like to have represent me in this nonsensical case, cannot directly represent me. This one of the biggest problems with nationwide classes. Those outside the venued district have a much more difficult time finding counsel. I have sought direct counsel for this objection and have not been able to find anyone. My intended counsel sought counsel to sponsor him for pro haec, no luck. This is not equitable.

V. For Once I would Agree With Equifax

Your humble objector realleges and reasserts each and every claim and averment made in the Defendant's motion to dismiss. The Complaint was junk and so is this settlement because it was based upon it.

Come on guys. Doc 739-1 If we don't cram through this settlement "The risks are also substantial. If the Settlement is not approved, Equifax will surely renew its arguments under Georgia law that there is no legal duty to safeguard personal information after the recent decision in Georgia Dep't of Labor v. McConnell, 828 S.E.2d 352, 358

(Ga. 2019), which held under different facts that no such duty exists, and that Plaintiffs have not alleged any compensable injuries. See Collins v. Athens Orthopedic Clinic, 347 Ga. App. 13, 16 (2018), cert. granted (Apr. 29, 2019) (presenting the issue of whether a data breach victim may recover damages without proof of actual identity theft).

Weird, I actually made this very argument before I ran across this. Why would Equifax ever agree to a reasonable award to something they would likely win by trying the case? Lol, it goes on as if I wrote it myself and did in this objection, "Even if Plaintiffs prevail on those legal issues, they face the risk that causation cannot be proved, discovery will not support their factual allegations, a jury might find for Equifax, and an appellate court might reverse a Plaintiffs' judgment.

I thought this was being held in a Court, not a railroad.

VI. The Noticing Scheme is Garbage and a Lie

Email addresses come and go. I have changed mine at least 3 times in the past few years. What exactly is "an aggressive digital and social media campaign designed to reach 90 percent of the class an average of eight times before the Notice Date and six more times by the end of the

Initial Claims period?? Bahahaha! I haven't seen this once and this is supposed to be the most effective way? This is nuts.

90%, eh? https://www.statista.com/statistics/273476/percentage-of-us-population-with-a-social-network-profile/ Shows that only 79% of the public has a social media profile. Even less would use it regularly. Does the Court just not pay attention to the BS in these classes just because both parties are colluding? AT BEST, their scheme would only reach 79% of people and that would be if EVERY SINGLE ONE of those with social media profiles were hit with a notice. It is literally impossible to reach 90% even with divine intervention. This took me 10 seconds of a Google search to debunk.

USA Today? Lol, who reads that? News flash: Hear ye hear ye! Mainstream "news" is tanking fast. Fake news is a thing.

Here is the first article of this great paper that surely everyone would be drawn to like flies on poop...

https://www.usatoday.com/story/opinion/2019/09/23/black-history-white-privilege-course-graduation-requirement-column/2389375001/

Yep. "All college students should take a mandatory course on black history and white privilege". Where do I get my copy??? Maybe my "white blindness" is stopping me from seeing how amazing of a settlement this truly is.

Or another gem on literally my second search, https://www.usatoday.com/story/news/nation/2019/02/20/hate-groups-white-power-supremacists-southern-poverty-law-center/2918416002/

Yep, those white supremacists are the ones roaming the streets lynching the poor blacks. This despite that at 12% of the population, blacks commit over half the nations murders. Interracial rape is 100% black on white according to FBI crime stats. Oh and the latest interracial violent crime data from the DOJ shows that out of 590,000 interracial violent crimes between whites and blacks 90% were black on white. YES NINTETY. Oh and mass shooters? Over 75% are black

The majority of hate groups are black. The only reason there was an uptick in "hate groups" was not because of white supremacists (What are they claiming whites are believing they are supreme in anyhow; let me know and we can compare notes), but simply due to more departments are participating in reporting hate crimes. The numbers

still show blacks are overrepresented in hate crimes and whites are underrepresented. This notwithstanding the constant which hunts against whites.

Lets go for a third search...

https://www.usatoday.com/story/news/nation/2019/08/06/shooting-ohio-dayton-el-paso-texas-shooter-gilroy-california/1924532001/

Hmmm weird, defying all reality, whites and especially white males are just out of control shooting up everyone! Yet reality again shows the vast majority of mass shootings (4 or more people) are a black thing. The NYT found 75% were black and that number is low https://www.nytimes.com/2016/05/23/us/americas-overlooked-gun-violence.html Ahh, the Mother Jones article is where it all begins... Notice that to get whites in the majority, they had to exclude gangs, drugs, and everything typically related to blacks. Boom! Now mass shooting is a white thing and the media runs with it.

Yet, this hack racist and sexist newspaper is what people are expected to read to get notice and this Court is promoting it? Shameful. No thanks.

VII. It's All About the Attorney Fees and Cronyism

Shareholders and taxpayers be damned! "Class Counsel will request 25 percent of the $310 million settlement fund they negotiated in the Term Sheet." The People actually damaged, maybe possibly? $2.50 and the class reps a pittance at $2,500. Gotta love how the fee is even based on a scam. In what world outside of bizarre class action land do attorneys get compensated thousands of times, well millions of times more than the Plaintiff's?

Lol, this fee arrangement is so sleazy. So they say, "Well we are representing all these POTENTIAL class members, so therefore we should get paid such and such" in the same breath they say, "If there isn't the amount of class members we figured and there are remaining funds, we get paid more!" So what are they getting paid for if the fee has such an arbitrary factor? It clearly isn't based on the class members when the fewer they have the more cash they get for "representation". Representing who or whom? Less is more? I totally follow that politicians want us to believe up is down, but are the courts really trying to impress delusion upon us? I have to wrap this up, I want to vomit.

CONCLUSION

This is THE WORST class settlement I have ever been involved with or ever read. This Court needs to step up and pull back on these clowns. This objection speaks for the entire class. I hope this Court isn't planning on being the Big Top itself.

There is absolutely nothing in this entire settlement scam that benefits anyone other than the class attorneys and even when it purports to benefit others, there are no guarantees.

There is no typicality or commonality in damages. In fact, they can't even argue what the damages are. This settlement is trash and should be placed in the bin. Expect an appeal.

Truly yours,

2019-1119

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THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA

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CERTIFICATE OF SERVICE
BY MAIL

I hereby certify that on 11/19/2019, I caused the following documents:

Class Member Troy Kenneth Scheffler's Opposition and Objection to Proposed Settlement;

to be mailed by first class mail, postage paid, to the following:

Equifax Data Breach Class Action Settlement Administrator

Attn: Objection

c/o JND Legal Administration

P.O. Box 91318

Seattle, WA 98111-9418

Date: 11/19/2019

John Hoyt

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